**DRAFT**

Contract for Services – Delivery of Library-Related Items

The following describes the services to be provided by Lanter Delivery Systems Inc (Lanter) on behalf of libraries belonging to the Association of Southeastern Research Libraries, Inc. (ASERL).

Lanter will:

1. Transport books and other library-related items to/from designated sites 5 days a week according to the attached timetable and fee schedule;
2. Utilize point-to-point barcode scanning of all items and transit locations to enable real-time tracking of parcels;
3. Provide easy access to point-to-point delivery information for all items while in Lanter’s possession;
4. Stage/store deliveries in secure, clean, dry locations while in transit, on holidays, and other specified breaks as needed;
5. Deliver items to participating libraries within a designated 30-minute window;
6. Deliver items during regular library business hours, or Lanter will provide a secure, lockable, weather-tight delivery container at Lanter’s expense;
7. Exercise reasonable care to protect items from weather and other harms at all times, including transporting ASERL parcels/packages in separate, clean containers inside delivery vehicles to reduce grime on courier bags;
8. Reimburse cost of any items lost/damaged by Lanter at **TBD**;
9. Ensure delivery vehicles are appropriately sized for volume of items to be picked up/delivered, and for ease of access to campus sites;
10. Conduct basic background checks on all drivers; Lanter will ensure any driver with a significant criminal history will not be assigned to deliver to any campus or library covered by this agreement;
11. Ensure all drivers are clearly identifiable when on campus (e.g., uniforms, t-shirts, or prominent company IDs, etc), and maintain a courteous and presentable appearance;
12. Resolve any service issues to client’s satisfaction within 3 business days;
13. Provide daily manifests of all deliveries/items in transit;
14. Provide monthly reports of delivery times and volumes/number of items transported.

Lanter assumes liability for, and will cover with insurance, the safekeeping and delivery of ASERL library items, beginning upon pickup at the origin site and until delivery at the destination site.  In the event that delivery cannot be made, Lanter shall retain liability for the item(s) until they are returned to the origin.  Lanter shall promptly provide proof of insurance to SERL upon request.

Lanter shall not be liable for loss/damage to ASERL library items resulting from Acts of God, hostile or warlike actions, Insurrection, riot, rebellion, and/or similar acts of civil disobedience, or actions taken by a governmental authority to combat/defend against same, and/or seizure, confiscation, and/or similar action taken by a governmental authority for any reason involving ASERL library items.

An item shall be deemed to be lost after 5 business days past its scheduled delivery.  ASERL libraries agree to notify Lanter within 5 business days of becoming aware of any lost or damaged item(s), and will furnish proof of said loss to Lanter in a form that is mutually agreeable.  Lanter is not obligated to act on any claim from ASERL libraries until ASERL has paid all transportation charges that may be owed to Lanter under the terms of this agreement.  ASERL and its member libraries cannot deduct any costs relating to lost or damaged items from transportation charges that may be owed to Lanter under the terms of this agreement.

Lanter may open and inspect any packages tendered to it for shipment to ensure they do not present undue risk.  Lanter may reject any shipment it determines to be a risk for damage to personnel or property, cause delay or damage, or is otherwise prohibited by law.

ASERL libraries are responsible for providing tote bags and/or other packaging at their expense.  ASERL libraries will ensure all shipments are provided to Lanter in securely sealed packages with the name/address of the intended destination clearly indicated on all parcels.  Lanter may refuse items that are not clearly labeled or not securely packaged.

ASERL agrees to pay Lanter fees for the above services as described in Schedule A.

This agreement shall begin on (date) and continue for four years.  Thereinafter this agreement shall continue from year to year upon mutual agreement regarding service terms and service fees.

Either Lanter or ASERL may terminate this agreement without penalty, providing 30 days written notice to the other party.